

IN THE COURT OF COMMON PLEAS OF LAWRENCE COUNTY,  
PENNSYLVANIA

THE FRISK LAW FIRM, LLC  
Plaintiffs

Vs.

NATIONWIDE INSURANCE COMPANY

Defendant

:  
:  
:  
:  
:  
:  
:  
:

No.

10712/15 CA

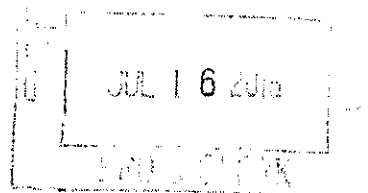
Type of Pleading:  
Complaint in Civil Action

Filed on Behalf of:  
The Frisk Law Firm, LLC  
Plaintiffs

Counsel of Record:  
The Frisk Law Firm, LLC  
303 Fifth Street  
Ellwood City, PA 16117  
724-752-0052

Nick A. Frisk, Jr., Esq.  
Pa I.D. No. 16318

Jury Trial Demanded



IN THE COURT OF COMMON PLEAS OF LAWRENCE COUNTY,  
PENNSYLVANIA

THE FRISK LAW FIRM, LLC  
Plaintiffs

Vs.

NATIONWIDE INSURANCE COMPANY  
Defendant

:  
:  
:  
:  
:  
:  
:  
:

No.

**NOTICE TO DEFEND**

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within Twenty (20) days after this Complaint and Notice are served by entering a written appearance personally or by attorney and filing in writing with the Court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the Court without further notice for any money claimed in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE AND SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

LAWYER REFERRAL SERVICE  
Lawrence County Courthouse  
Court Street  
New Castle, PA 16101  
(724) 656-1921

**AMERICANS WITH DISABILITIES ACT OF 1990**

The Court of Common Pleas of Lawrence County is required by law to comply with the Americans with Disabilities Act of 1990. For information about accessible facilities and reasonable accommodations available to disabled individuals having business before the Court, please contact our office. All arrangements must be made at least 72 hours prior to any hearing or business before the Court. You must attend the scheduled conference or hearing.

IN THE COURT OF COMMON PLEAS OF LAWRENCE COUNTY,  
PENNSYLVANIA

THE FRISK LAW FIRM, LLC  
Plaintiffs

Vs.

NATIONWIDE INSURANCE COMPANY  
Defendant

:  
:  
:  
:  
:  
:  
:  
:

No.

**COMPLAINT IN CIVIL ACTION**

COMES now the Plaintiff, THE FRISK LAW FIRM, LLC, by and through its attorney, Nick A. Frisk, Jr., and files the Complaint, more specifically as follows:

1. The Plaintiff is The Frisk Law Firm, LLC, located at 303 Fifth Street, Ellwood City, PA 16117.
2. The Defendant is Nationwide Insurance Company is a nationwide company which is in Pennsylvania, by and through its agency at Beth A. Hazen, 324 Second Street, Ellwood City, PA 16117.
3. At all times in reference to this Complaint, the Frisk Law Firm, LLC, had insurance through Nationwide Insurance which covered the contents of the building, which they rented and was owned by Nick A. Frisk and Christine J. Frisk.
4. The Frisk Law Firm has had Nationwide Insurance for its property insurance since 1975 and has extended that policy every year up and through the present time.
5. Premiere Business Owner Policy No. ACP-BPOK-5472998046 was in contention, effective date from 3/1/15 – 3/1/16. See Exhibit "A".
6. At all times the premiums were paid in advance and the business insurance was completely in affect at the time of the alleged damage.
7. In March of 2015, water damage occurred in 2 rental units at the building owned by the Plaintiffs and as such, the pipes broke and the toilet facilities broke and put approximately 3-4 feet of water throughout the 2 rental units which caused severe and permanent damage.

8. The actual losses on the water damage claim was found to be accurate on 3/17/15 and as such, the claim was turned into Nationwide Insurance. The claim number at that time was 58-37-PE110365-03172015-51.

9. As a result of that filing, an agent was appointed by the name of Shawn Koontz to review the entire status of the claim. See Exhibit "B".

10. In reference to that, on or about April 24 and April 28, 2015, Shawn Koontz requested certain documentation from the utilities that were being paid by The Frisk Law Firm to ascertain whether or not the gas company was sending billings for gas which was being used by the premises.

11. on or about April 28, 2015, Mr. Frisk sent correspondence to Shawn Koontz and enclosed in them all the information he sought in reference to those utilities and leases which he wanted.

12. On or about May 19, 2015, Nationwide Insurance, by and through their agent, Shawn Koontz, declined the claim saying that this freezing claim had been denied. It further stated why. It states that "we will not pay for loss or damage caused by or resulting from any of the following: frozen plumbing, unless you do your best to maintain heat in the building or structure; or you drain the equipment and shut off the supply if the heat is not maintained."

13. It is further shown that the gas company's billings came to Mr. Frisk and he paid them and that the gas was on at all times and that the heat was registered at an even 40 degree temperature in each unit.

14. The actual notation for the claim being denied states that their review shows that the heat was not maintained in the units in question which is totally inaccurate. The heat was maintained. The gas company bills continued to come in and they were paid, although they were low in amounts, they were still gas billings which were left on and the heating and the buildings continued to be at 40 degrees.

15. As a result of the damage that was done through this water, attached is a copy of Paul David Restoration and Remodeling bid showing what the cost was to repair the damage done by this leak. The grand total being \$26,806.97 to repair the damage that was foreseen. See Exhibit "C".

WHEREFORE, the Plaintiff, The Frisk Law Firm request this Honorable Court permit this case to go to trial because it is over the arbitration limits which bans arbitration. Jury Trial is requested.

**SECOND CAUSE OF ACTION – BREACH OF CONTRACT**

16. The Plaintiffs herein incorporates Paragraphs 1 through 15 as though set forth fully herein.

17. The Defendants have breached their contract and they have failed to honor the contract which existed at the time that the Plaintiff carried insurance for such incidences.

18. A breach of contract action consists because the Defendants failed to pay under the claims as stated by the provisions of the insurance policy which was in effect at the time and as the consequences, they illegally denied payment using rationale which is not accurate in their decision.

19. As a result of the breach of contract and as a result of the damages, the total amount is established as follows:

- a. the water bill for the damage exceeded \$1,200.00 (see Exhibit "D")
- b. the sewage bill exceeded \$900.00 as a result of the damages
- c. the construction to correct the situation is \$26,000.00 (see Exhibit "C")
- d. loss of rental income on the 2 rental units at \$400.00 each comes to \$800.00 a month loss while the building stays damaged

WHEREFORE, the Plaintiff The Frisk Law Firm requests this Honorable Court permit this case to go to trial because it is over the arbitration limits which bans arbitration, jury trial is requested.

**THIRD CAUSE OF ACTION – BAD FAITH CLAIM AND PUNITIVE DAMAGES**

20. The Plaintiffs herein incorporates Paragraphs 1 through 19 as though set forth fully herein.

21. The Plaintiff requests a bad faith claim and punitive damages against the insurance

company for its refusal to accept the claim and its delay and denial in accepting a claim and interpreting the original Nationwide Insurance Company to its benefit instead of following what the Nationwide Insurance contract says.

22. The law of bad faith varies across the states as to who can sue for what. To fully compensate policyholders who are injured by delaying, denying or defending or deter companies from engaging in that unlawful behavior, every injured consumer should have the right to sue for a violation of the fair claims practices.

23. In these types of cases involving liability insurance, the company acts in bad faith when it breaches its due to defend or settle litigation against its policyholder. When the company unreasonably rejects an offer to settle a case against its insured within the policy limits, exposing a cure to a judgment in excess of those limits, that company acts in bad faith.

24. To be found to have acted in bad faith, the company must have had to deny a claim without a reasonable basis. And there is no reasonable basis for the denial of this claim. In most have actually known or recklessly disregarded the fact that it lacked a reasonable basis. This gives the company too much latitude to violate fair standards and then defend on the basis that it was only careless in doing so, not malicious.

25. Establishing an action for bad faith or other wrongful behavior is important. Making the action effective is equally important. Making the action effecting requires that the policyholder or victim be fully compensated for the harm they suffered and that the economical incentive for delay, deny, defend be taken away from the company. When a company violates fair claims practice to harmless should be reflected in the damage.

26. When a policyholder sues for bad faith, the damages start with payment of the full amount of loss that he was entitled to receive under the policy.

27. Nationwide, acted in bad faith in reference to the handling of this claim. Nationwide further misinterpreted the contract as shown on its face.

28. The defendant at all times received any and all information requested in reference to the utilities and the lease agreements that were being held by the Plaintiffs. Further, utilities, especially the gas shows that the gas was on and the gas bill was being paid on a monthly basis. Although the gas bill was fairly low, it is established that the gas bill was low because the thermostat was kept on 40 degrees

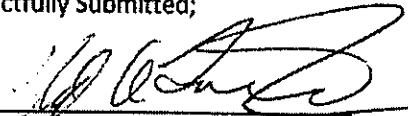
and that the 2 units are surrounded by heated areas, including a left side rental unit, a right side rental unit, a top rental unit and a bottom unit which are all heated.

29. The defendant decided to deny this claim after a limited investigation and only one site visit by an adjuster who came in and looked at the place and spent exactly 10 minutes reviewing the area.

30. As such, the defendant did not adequately investigate this matter and did not adequately insure the insurance policy would be used to be in effect at the time of the damage. As such, they are liable for bad faith and punitive damage.

WHEREFORE Plaintiffs request a court order of punitive damages and a bad faith claim against the defendant.

Respectfully Submitted;

A handwritten signature in black ink, appearing to read "Nick A. Frisk, Jr.", is written over a horizontal line.

Nick A. Frisk, Jr., Esq.

RENEWAL

**PREMIER BUSINESSOWNERS POLICY****PREMIER OFFICE  
COMMON DECLARATIONS**

Policy Number: ACP BPOM 5472990046

Named Insured: THE FRISK LAW FIRM, LLC

Mailing Address: 303 5TH ST  
ELLWOOD CITY, PA 16117-1903

Agency: Beth A Hazen

Address: ELLWOOD CITY PA 16117-2100

Agency Phone Number: (724)758-3227

Policy Period: Effective From 03-01-15 To 03-01-16  
12:01 AM Standard Time at your principal place of business.

Form of your business entity: LIMITED LIABILITY CO

Description of your business: ATTORNEYS - OFFICE-NO PL

**IN RETURN FOR THE PAYMENT OF THE PREMIUM AND SUBJECT TO ALL THE TERMS OF THIS POLICY,  
WE AGREE TO PROVIDE THE INSURANCE STATED IN THIS POLICY.****CONTINUATION PROVISION:** If we offer to continue your coverage and you or your representative do not accept, this policy will automatically terminate on the expiration date of the current policy period stated above. Failure to pay the required premium when due shall mean that you have not accepted our offer to continue your coverage. This policy will terminate sooner if any portion of the current policy period premium is not paid when due.**RENEWAL POLICY NOTICE:** In an effort to keep insurance premiums as low as possible, we have streamlined your renewal policy by not including printed copies of policy forms or endorsements that have not changed from your expiring policies, unless they include variable information that is unique to you. Refer to your prior policies for printed copies of these forms. If you have a need for any form, they are available by request from your agent.**TOTAL POLICY PREMIUM \$ 2,433.00**

Previous Policy Number			
ACP BPOM 5472990046	ENTRY DATE	03-02-15	Countersignature _____ Date _____

These Common Policy Declarations, together with the Common Policy Conditions, Coverage Form Declarations, Coverage Forms and any endorsements issued to form a part thereof, complete the Policy numbered above.

PB 81 00 (01-01)

Page 1 of 2

DIRECT BILL L1GF

NH

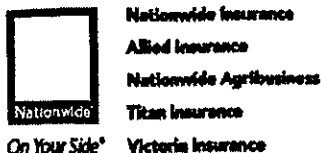
INSURED COPY

UID 83

54 02105

EX "A"





The Frisk Law Firm, LLC

The Frisk Law Firm, LLC  
303 5TH ST  
ELLWOOD CITY, PA 16117

**Date prepared** April 2, 2015  
**Claim number** 58 37 PE 110365 03172015 51  
**Questions?** Contact Claims Associate  
Shawn Koontz  
Koontzs@nationwide.com  
Phone (717)517-0843

**Important information  
regarding your claim**

Dear The Frisk Law Firm, LLC,

We wanted to notify you that we've received your water damage claim for the loss that occurred on 03-17-2015. The information we received for your claim has created a few coverage questions regarding your Business Owners policy. These questions specifically surround:

If reasonable means were taken to maintain heat in the unoccupied units in question. We have requested by phone, and this letter, for any and all heating bills you have access to for occupied units from June 2014 to February 2015. I have enclosed a records release to be signed and dated for same.

These questions will be investigated as we process your claim.

**Claim details**

**Insurer:** Nationwide Property & Casualty Insurance Company  
**Policyholder:** The Frisk Law Firm, LLC  
**Claimant:** The Frisk Law Firm, LLC  
**Claim number:** 58 37 PE 110365 03172015 51  
**Loss date:** 03-17-2015

**Policy details**

Your Business Owners policy states

**EXCLUSIONS**

1. We will not pay for loss or damage caused directly or indirectly by any of the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss. These exclusions apply whether or not the loss event results in widespread damage or affects a substantial area.

**Frozen Plumbing**

Water, other liquids, powder or molten material that leaks or flows from plumbing, heating, air conditioning or other equipment (except fire protective systems) caused by or resulting from freezing, unless:

- (1) You do your best to maintain heat in the building or structure; or
- (2) You drain the equipment and shut off the supply if the heat is not maintained.

Based on this policy information, we believe your Business Owners policy coverage may not apply to this loss because heat may not have been maintained

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such a person to criminal and civil penalties.

Ex "B"



On Your Side®

Nationwide Insurance  
Allied Insurance  
Nationwide Agribusiness  
Titan Insurance  
Victoria Insurance

in the said units.

Based on our investigation to date, we've found that the heating bills for said units do not differ between winter and summer months.

Although we're proceeding with our investigation of your claim, please note that we'll maintain a reservation of all our rights with respect to the policy(ies) and applicable law.

### **Our Reservation of Rights**

The term "reservation of rights" means your rights, and those of Nationwide Property & Casualty Insurance Company, under the policy and applicable law are fully reserved. Any action taken during the course of Nationwide Property & Casualty Insurance Company's investigation and evaluation shall not be interpreted as a waiver to assert any such right or defense.

Nationwide Property and Casualty Insurance Company reserves the right to:

1. Deny the claim and/or coverage.
2. Use action to determine the rights and obligation of the parties under the policy.

If we become aware of other provisions applicable to this claim during our investigation, we reserve the right to act on these provisions at a later date.

### **Additional information**

If you have any additional information that may be helpful in processing your claim, please forward it to me as soon as possible. Also, if you have other insurance that may cover you for this loss, we encourage you to notify your provider about this claim. We'll notify you of our decision regarding coverage once we've completed our investigation.

### **For more information**

If you have any questions or concerns about your claim, please contact me at (717)517-0843 or Koontzs@nationwide.com.

Sincerely,

A handwritten signature in black ink, appearing to read 'Shawn Koontz'.

Shawn Koontz  
Nationwide Property & Casualty Insurance Company  
955 County Line Road West  
Westerville, OH 43082  
\*

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such a person to criminal and civil penalties.



## Paul Davis Restoration & Remodeling

---

880 Mercer Road  
Beaver Falls, PA 15010  
Email: [wnpa@pdr-usa.net](mailto:wnpa@pdr-usa.net)  
Phone: 724-758-6540  
Fax: 724-758-0104  
FEIN: 03-0528944  
PA LIC# 028884

Insured: Nick Frisk  
Property: 302 5th street  
Ellwood City, PA 16117

Home: (724) 752-0052

Claim Rep.: Ed Renninger  
Position: Associate  
Company: Paul Davis Restoration & Remodeling of WNPA  
Business: 880 Mercer Road  
Beaver Falls , PA 15010

Business: (724) 758-6540  
E-mail: [wnpa@pdr-usa.net](mailto:wnpa@pdr-usa.net)

Estimator: Ed Renninger  
Position: Associate  
Company: Paul Davis Restoration & Remodeling of WNPA  
Business: 880 Mercer Road  
Beaver Falls , PA 15010

Business: (724) 758-6540  
E-mail: [wnpa@pdr-usa.net](mailto:wnpa@pdr-usa.net)

Contractor:  
Company: Paul Davis Restoration & Remodeling  
Business: 880 Mercer Road  
Beaver Falls, PA 15010

Business: (724) 758-6540  
E-mail: [wnpa@pdr-usa.net](mailto:wnpa@pdr-usa.net)

**Claim Number:**

**Policy Number:**

**Type of Loss:**

Date of Loss:

Date Received:

Date Inspected:

Date Entered: 5/21/2015 8:10 AM

Price List: PAPB8X\_MAY15  
Restoration/Service/Remodel

Estimate: FRISK\_NICK\_P01

EX "C"



## Paul Davis Restoration & Remodeling

880 Mercer Road  
Beaver Falls, PA 15010  
Email: wnpa@pdr-usa.net  
Phone: 724-758-6540  
Fax: 724-758-0104  
FEIN: 03-0528944  
PA LIC# 028884

### FRISK\_NICK\_P01

#### Main Level

#### Main Level

DESCRIPTION	QTY
1. Dumpster load - Approx. 20 yards, 4 tons of debris	1.00 EA
2. Taxes, insurance, permits & fees (Bid item)	1.00 EA

#### Room1

Height: 8'

DESCRIPTION	QTY
3. R&R 1/2" drywall - hung, taped, floated, ready for paint	217.33 SF
5. Seal/prime then paint the walls and ceiling twice (3 coats)	1,513.78 SF
55. Remove Carpet	640.00 SF
7. Carpet	736.00 SF
15 % waste added for Carpet.	
9. R&R Carpet pad	640.00 SF
10. Drywall Installer / Finisher - per hour	4.00 HR
additional time needed for dry waller to finish the drywall	
49. R&R Cove base molding - rubber or vinyl, 4" high	108.67 LF

#### Bathroom

Height: 8'

DESCRIPTION	QTY
36. R&R Toilet	1.00 EA
38. R&R Vanity	3.00 LF
includes top	
40. R&R Sink faucet - Bathroom	1.00 EA
41. R&R Plumbing fixture supply line	3.00 EA
42. R&R P-trap assembly - ABS (plastic)	1.00 EA
43. R&R 1/2" drywall - hung, taped, floated, ready for paint	48.67 SF
44. Seal/prime then paint the walls and ceiling twice (3 coats)	231.67 SF
45. R&R Underlayment - 1/4" lauan/mahogany plywood	37.00 SF
61. Remove Vinyl floor covering (sheet goods)	37.00 SF
47. Vinyl floor covering (sheet goods)	42.55 SF
15 % waste added for Vinyl floor covering (sheet goods).	
48. R&R Cove base molding - rubber or vinyl, 4" high	24.33 LF



## Paul Davis Restoration & Remodeling

880 Mercer Road  
 Beaver Falls, PA 15010  
 Email: wnpa@pdr-usa.net  
 Phone: 724-758-6540  
 Fax: 724-758-0104  
 FEIN: 03-0528944  
 PA LIC# 028884

### Hallway

DESCRIPTION	Height: 8' QTY
15. Drywall Installer / Finisher - per hour additional time needed for dry waller to finish the drywall	4.00 HR
11. R&R 1/2" drywall - hung, taped, floated, ready for paint	76.33 SF
12. Seal/prime then paint the walls and ceiling twice (3 coats)	385.78 SF
56. Remove Carpet	76.00 SF
13. Carpet	87.40 SF
15 % waste added for Carpet.	
14. R&R Carpet pad	76.00 SF
50. R&R Cove base molding - rubber or vinyl, 4" high	38.17 LF

### hall 2

DESCRIPTION	Height: 8' QTY
16. R&R 1/2" drywall - hung, taped, floated, ready for paint	164.67 SF
17. Seal/prime then paint the walls and ceiling twice (3 coats)	787.65 SF
57. Remove Carpet	128.98 SF
18. Carpet	148.33 SF
15 % waste added for Carpet.	
19. R&R Carpet pad	128.98 SF
20. Drywall Installer / Finisher - per hour additional time needed for dry waller to finish the drywall	4.00 HR
51. R&R Cove base molding - rubber or vinyl, 4" high	82.33 LF

### front room

DESCRIPTION	Height: 8' QTY
21. R&R 1/2" drywall - hung, taped, floated, ready for paint	115.67 SF
22. Seal/prime then paint the walls and ceiling twice (3 coats)	658.17 SF
58. Remove Carpet	195.50 SF
23. Carpet	224.83 SF
15 % waste added for Carpet.	
24. R&R Carpet pad	195.50 SF
25. Drywall Installer / Finisher - per hour additional time needed for dry waller to finish the drywall	4.00 HR
52. R&R Cove base molding - rubber or vinyl, 4" high	57.83 LF


**Paul Davis Restoration & Remodeling**

880 Mercer Road  
 Beaver Falls, PA 15010  
 Email: wnpa@pdr-usa.net  
 Phone: 724-758-6540  
 Fax: 724-758-0104  
 FEIN: 03-0528944  
 PA LIC# 028884

**Room2**
**DESCRIPTION**
**Height: 8'**
**QTY**

26. R&R 1/2" drywall - hung, taped, floated, ready for paint	107.67 SF
27. Seal/prime then paint the walls and ceiling twice (3 coats)	611.71 SF
59. Remove Carpet	181.04 SF
28. Carpet	208.20 SF
15 % waste added for Carpet.	
29. R&R Carpet pad	181.04 SF
30. Drywall Installer / Finisher - per hour	4.00 HR
additional time needed for dry waller to finish the drywall	
53. R&R Cove base molding - rubber or vinyl, 4" high	53.83 LF

**Room3**
**DESCRIPTION**
**Height: 8'**
**QTY**

31. R&R 1/2" drywall - hung, taped, floated, ready for paint	139.33 SF
32. Seal/prime then paint the walls and ceiling twice (3 coats)	842.61 SF
60. Remove Carpet	285.28 SF
33. Carpet	328.07 SF
15 % waste added for Carpet.	
34. R&R Carpet pad	285.28 SF
35. Drywall Installer / Finisher - per hour	4.00 HR
additional time needed for dry waller to finish the drywall	
54. R&R Cove base molding - rubber or vinyl, 4" high	69.67 LF

**Labor Minimums Applied**
**DESCRIPTION**
**QTY**

39. Cabinetry labor minimum	1.00 EA
-----------------------------	---------

Grand Total

26,806.97

Ed Renninger  
 Associate



## Paul Davis Restoration & Remodeling

---

880 Mercer Road  
 Beaver Falls, PA 15010  
 Email: wnpa@pdr-usa.net  
 Phone: 724-758-6540  
 Fax: 724-758-0104  
 FEIN: 03-0528944  
 PA LIC# 028884

### Grand Total Areas:

3,487.56 SF Walls	1,543.80 SF Ceiling	5,031.35 SF Walls and Ceiling
1,543.80 SF Floor	171.53 SY Flooring	434.83 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	441.50 LF Ceil. Perimeter
1,543.80 Floor Area	1,646.72 Total Area	3,487.56 Interior Wall Area
1,548.00 Exterior Wall Area	172.00 Exterior Perimeter of Walls	
0.00 Surface Area	0.00 Number of Squares	0.00 Total Perimeter Length
0.00 Total Ridge Length	0.00 Total Hip Length	



PENNSYLVANIA  
AMERICAN WATER  
PO Box 371412, Pittsburgh, Pa. 15250-7412

For Service To: 307 5TH ST

☐ Check this box for address changes and  
note new address on back.



013450 1 AV 0.338 13450013450013549 41 01 ACT4WX 002

LAW OFFICE OF NICK FRISK JR  
303 5TH ST  
ELLWOOD CITY, PA 16117-1903

Account Number	1024-210030843265
Due Date	July 22, 2015
Total Due	\$1,268.20
If Paid After Due Date	\$1,287.22 after 7/22/15

Amount Enclosed \$



PENNSYLVANIA AMERICAN WATER  
PO BOX 371412  
PITTSBURGH, PA. 15250-7412



Please tear along the dotted line and return this portion with your payment.

#### BILLING PERIOD AND METER READINGS

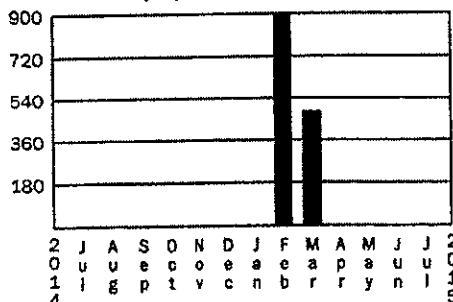
- Billing date: June 30, 2015
- Due Date: **July 22, 2015**
- Billing period: May 29 to Jun 29 (32 Days)
- Next reading on or about: Jul 30, 2015
- Customer Type: Commercial
- Meter Reading Measurement:  
1 unit = 100 gallons of water
- Billing Measurement: 100 gallons (CGL)

Meter No.	N089860986
Size of meter	5/8"
Current Read	1,445 (Actual)
Previous Read	1,445 (Actual)
Total water used this billing period	0 units (0 gallons)

#### Total Water Use Comparison (in 100 gallons)

- Current billing period 2015: 0.00 CGL
- Same billing period 2014: 0.00 CGL

#### Billed Use Graph (100 gallons)



#### BILLING SUMMARY

For Service To: 307 5TH ST  
For Account 1024-210030843265

Prior Balance	
• Balance from last bill	1,234.65
<b>Total Prior Balance - DUE IMMEDIATELY</b>	<b>1,234.65</b>
Current Water Service	
• Water Service Charge	15.00
• Water Usage Charge (\$0.99110000 x 0.00)	0.00
• Total Water Service Related Charges	15.00
Other Charges	
• State Tax Adjustment Surcharge	-0.01
• Distribution System Improvement Charge (15.00 x 0.28%)	0.04
• Water Late Payment Charge	18.52
• Total Other Charges	18.55
<b>TOTAL CURRENT CHARGES</b>	<b>33.55</b>

**TOTAL AMOUNT DUE**



**\$1,268.20**

- ✓ Pay your bill online: [www.amwater.com/billpay](http://www.amwater.com/billpay)
- ✓ Pay by eCheck without a service fee: [www.amwater.com/myh2o](http://www.amwater.com/myh2o)
- ① Pay by phone: 24-hours a day, every day at 1-855-748-6066
- † Pay in person: Obtain a list of locations at [www.amwater.com/myh2o](http://www.amwater.com/myh2o)

#### Important messages from Pennsylvania American Water

- Effective April 1, 2015, the Distribution System Improvement Charge (DSIC) increased from 0.00% to 0.31%. This charge funds the replacement of water distribution facilities.
- \*\*\*IMPORTANT WATER QUALITY MESSAGE: Your annual Water Quality Report can be viewed electronically at [www.amwater.com/ccr/ellwoodcity.pdf](http://www.amwater.com/ccr/ellwoodcity.pdf). If you prefer a paper copy to be sent to you, please contact our Customer Service Center at 800-565-7292. This annual report also contains EPA required sampling results for a series of unregulated contaminants in our Ellwood City water system.
- The due date pertains to current charges only. Any past due balance should be paid immediately.
- Approximately 4.44 percent, or \$ 1.49 , of state taxes are included in your current bill.
- Any portion of the water charges which is not paid as of 07/22/2015 will be subject to a 1.50% penalty.
- My H2O Online is now mobile-friendly! Using your mobile device to check your account balance, view water use history, or to pay your bill is now even more convenient. Forgot your log in or password? No problem. The self service reset feature allows you to update both by correctly answering your security question.

Customer Service: **1-800-565-7292**

M-F 7am to 7pm Emergency: 24/7

[www.pennsylvaniaamwater.com](http://www.pennsylvaniaamwater.com)  
655001013924

013450013549 ACT4WX ETM1C002 12

(ACT4WX 0134500101300)

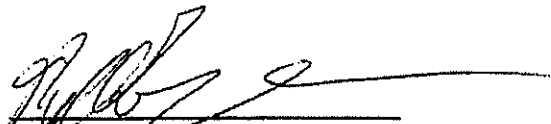
Ex "A"



**AFFIDAVIT**

I, NICK A. FRISK, JR., verify that the statements made in the foregoing COMPLAINT in CIVIL ACTION are true and correct to the best of my knowledge, information, and belief. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S.A. Section 4904, relating to unsworn falsification to authorities.

Dated: July 6, 2015

  
NICK A. FRISK, JR., Esq.